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**UNITED STATES BANKRUPTCY COURT**

**DISTRICT OF NEVADA**

In re

CASH CLOUD, INC.,  
dba COIN CLOUD,

Debtor.

Case No. BK-23-10423-mkn

Chapter 11

**STIPULATION BETWEEN DEBTOR,  
THE OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS AND  
OPTCONNECT MANAGEMENT, LLC  
RESOLVING OPTCONNECT  
MANAGEMENT, LLC'S  
ADMINISTRATIVE CLAIM**

Cash Cloud, Inc. dba Coin Cloud ("Debtor"), debtor and debtor in possession in the above-captioned case (the "Chapter 11 Case"), by and through its counsel, Fox Rothschild LLP, the Official Committee of Unsecured Creditors (the "Committee"), by and through its counsel, McDonald Carano LLP and Seward & Kissel LLP, and OptConnect Management, LLC ("OptConnect"), and together with the Debtor and the Committee, the "Parties"), by and through its counsel the Law Office of Brian D. Shapiro, LLC, stipulate and agree as follows (the "Stipulation"):

**RECITALS**

A. WHEREAS, on February 7, 2023, Debtor filed a voluntary petition under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Nevada, commencing the Chapter 11 Case;

1 B. WHEREAS, On July 19, 2023, OptConnect filed an *Application for Administrative*  
 2 *Claim* [ECF No. 883], therein asserting an administrative claim in an amount of not less than  
 3 \$1,106,151.00 for post-petition services and leased products to the Debtor (the “OptConnect Claim”).

4 C. WHEREAS, the Debtor and the Committee (except OptConnect, which had not  
 5 participated in any deliberation regarding this Stipulation as a Committee member) believe that there  
 6 are grounds to object to the amount of the OptConnect Claim;

7 D. WHEREAS, the Parties believe that a consensual resolution of the OptConnect Claim  
 8 may avoid litigation and subsequent professional fees and expenses, and reduce the size of the  
 9 OptConnect Claim for the benefit of the Debtor’s estate and general unsecured creditors, and

10 E. WHEREAS the Parties, having negotiated in good faith and desire to resolve the  
 11 Debtor’s concerns and potential objection to the OptConnect Claim

12 NOW, THEREFORE, the Parties hereby stipulate and agree to the following:

13 IT IS STIPULATED AND AGREED that:

14 1. OptConnect shall be allowed an administrative claim of \$690,000.00 (the “Allowed  
 15 OptConnect Claim”) under sections 503(b)(1)(a) and 507(a)(2) of the Bankruptcy Code. The  
 16 Allowed OptConnect Claim shall be deemed “allowed” for all purposes in this Chapter 11 Case and  
 17 shall not be subject to any challenge, objection, reduction, counterclaim or offset for any reason.

18 2. Payment-in-full of the Allowed OptConnect Claim shall be made by the Debtor so as  
 19 to actually be received by OptConnect by no later than the Effective Date.

20 3. This Stipulation shall be binding upon and inure to the benefit of the Debtor, the  
 21 Debtor’s estate, the Committee, OptConnect, as well as their respective heirs, representatives,  
 22 predecessors, successors (including any Trust) and assigns, as the case may be. This Stipulation shall  
 23 be binding on any trustee, or examiner appointed in the Chapter 11 Case and on all other creditors  
 24 and parties in interest in the Chapter 11 Case. This Stipulation shall remain binding on the Debtor’s  
 25 estate and any chapter 7 trustee in the event that the Chapter 11 Case is converted to a chapter 7 case.

26 4. Each of the Parties to this Stipulation, including the Debtor’s estate and the  
 27 Committee, hereby mutually releases, waives and forever discharges the other and all of their  
 28 successors and assigns, from all claims, losses, causes of action, chapter 5 actions, preferences,

avoidance actions, costs, expenses, attorneys' fees, liabilities, indemnities, subrogation (contractual or equitable), duties, and obligations of any nature whatsoever, including statutory and contractual, whether known or unknown, arising from and/or in any manner relating to the OptConnect Claim, the Allowed OptConnect Claim, the prepetition relationship between OptConnect and the Debtor, and their relationship during this Chapter 11 Case. For the avoidance of doubt, these releases do not release or affect any rights or claims arising out of or related to any actions taken by either Party subsequent to the execution of or in violation of this Stipulation, including but not limited to OptConnect's rights to seek the payment and enforcement of the Allowed OptConnect Claim.

5. Each of the undersigned counsel represents that he or she is authorized to execute this Stipulation on behalf of his or her respective client.

6. The Parties, the Debtor's Claim Agent and the Liquidating Trustee are authorized to take any and all actions necessary and appropriate to give effect to this Stipulation.

Dated this 27<sup>th</sup> day of November 2023.

**FOX ROTHSCHILD LLP**

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